

PART II
CHAPTER 10
PROFESSIONAL AND CONSULTANT SERVICES CONTRACT

As used in this part, the term "State agencies" shall include all departments, agencies, boards, commissions, and institutions of higher education of the State of Arkansas, other than the Arkansas State Highway and Transportation Department and contracts covered by the Federal Highway Administration, or wherein the cost and fee are established by competitive bidding. The term "Contractor" shall refer to any person or organization which executes a contract with a state agency under which "Consultant Services" to said state agency or agencies, and the individuals performing the services are not state employees occupying regular full-time or part-time or extra help positions provided by law; except as provided for by Arkansas Code § 19-4-1701.

A professional services contract between a state agency and a contractor is a contract in which the relationship between the contractor and the state agency is that of an independent contractor, rather than that of an employee. The services to be rendered consist of the personal services of an individual or individuals which are professional in nature. Under such contracts, the agency does not have direct managerial control over the day-to-day activities of the individual or individuals providing the services, and the contract will specify the results expected from the rendering of the services rather than detailing the manner in which services shall be rendered. Any contract under which the state agency retains day-to-day managerial control over the person or persons performing the services and in which the relationship between the contractor and agency is that of an employer and employee is not a professional services contract, is illegal, and expressly prohibited. Services rendered under a professional services contract may be rendered to the agency itself or to a third party beneficiary. However, the Department of Information Systems is authorized to employ persons over which they exercise day-to-day managerial control as specified under Arkansas Code § 25-4-112, for which such services as a professional services contract may be utilized.

A consultant services contract is a contract between a state agency and an individual or organization in which the service to be rendered to the state agency or to a third party beneficiary under the contract is primarily the giving of advice by the contractor on a particular problem or problems facing the agency or the third party beneficiary. The contractor shall have the relationship of an independent contractor with respect to the state agency. The state agency shall not exercise managerial control over the day-to-day activities of the contractor, but the contract shall specify the results expected from the services to be rendered by the contractor and the advice or assistance to be provided.

The principal purpose of a professional services contract or a consultant services contract shall be the procurement of the services of an individual or individuals by the state agency, rather than the procurement of commodities.

Service contracts (Example: elevator service, janitorial service, pest control services, etc.) shall be governed by Arkansas Code § 19-4-816, which requires each agency to keep a copy of such contracts on file and to send a copy to the Office of Accounting for pre-audit purposes when required. Refer to the State Purchasing Law for more detail.

No contract for procurement of professional services and consultant services may be entered into which requires the services of one or more individuals on a regular full-time or part-time work week basis for longer than one year. Provided, however, that in the unusual event that the best interest of the State would be served by a contract which exceeds one year, the Chief Fiscal Officer may approve such contract, having first received the review of the Legislative Council or the Joint Budget Committee. Provided further, that in no event shall any contract be entered into that would contemplate that payments under such contract be made beyond the expiration of the current biennial period, unless the General Assembly, prior to the expiration of the current biennial period, makes an appropriation for such purpose.

Standard contract forms in use by licensed practitioners such as architects and engineers may be used to supplement the standard contract form.

Procurement of Professional and Consultant Services is to be accomplished as follows:

1. Obtain copies of Forms PCS-2, (Professional/Consultant Services standard contract form) and PCS-D, (Contract and Grant Disclosure and Certification form).
2. Complete the Professional/Consultant Services Justification Form for each contract, (Page 1 of standard contract form).
3. For any contract in which the total compensation exclusive of reimbursable expenses to be paid by the state agency does not exceed five thousand dollars (\$5,000.00), a purchase order may be utilized in lieu of the standard contract form; provided that, should the agency enter into a subsequent contract or contracts with the same contractor during the same fiscal year, regardless of the nature of said contract or contracts, the details of the original contract which utilized a purchase order form and all subsequent contracts, regardless of amount or type, shall be promptly reported to the Chief Fiscal Officer of the State.

4. One of the following methods should be utilized to receive and evaluate offers for professional and consultant services. The Office of State Purchasing maintains a listing of professionals and consultants desiring to do business with the state.

- a. SBS Criteria: The guidelines and procedures established by the Arkansas State Building Services shall be used in selecting architects and engineers for state construction projects. Refer to Architectural Section 6-100 of SBS Standards and Criteria - Professional Services Selection Procedures for State Agencies.
- b. Competitive Bid: A bid is a quotation from a respondent of his bid amount, duration of engagement, qualifications, and acceptance of responsibility to achieve the results as defined in a request for bids. This method is preferred when the agency is able to define in detail the specific project objectives, methods, results and desired qualifications. When using this method the agency should intend to award the contract to the qualified respondent submitting the lowest bid amount. A minimum of three (3) bids should be solicited, or documentation should be furnished as to why three (3) were not received.

Arkansas Code § 19-11-801 prohibits the use of competitive bidding for the procurement of contracts for legal, architectural, engineering, and land surveying services. These types of contracts are to be negotiated on the basis of demonstrated competence and qualifications for the type services required and at fair and reasonable prices.

- c. Request for Proposal (RFP): The RFP should include a complete description of the problem and/or circumstances as perceived by the agency, and any special requirements of the agency such as time limitations and should be submitted to several recognized experts. When the RFP is used, the agency should intend to select the respondent proposing the most effective solution for the price quoted.
- d. Sole Source: The "single source" should only be used when all other methods are clearly not applicable. If an agency has an unusual problem and after making a reasonable effort, can identify only one possible source of professional assistance, the agency may enter into a contract with that "single source". The "single source" contract may also be entered into where the agency has utilized one source of assistance for a portion of a program with highly satisfactory results and it would be

uneconomical and possibly detrimental to the program to utilize another source for a subsequent contract. "Single source" contracts are also appropriate where the provider possesses unique talents or skills such as in contracts for artistic talents, teaching and training contracts, contracts for medical, dental, legal or other licensed professional contracts or contracts for highly specialized technical skills. The agency utilizing a "single source" contract must supply justification for that method of selection on the Justification Form.

5. All sections of the contract form must be completed with the following items emphasized:
 - a. Indicate whether this is a Professional or Consultant Services Contract.
 - b. The contract number and amendment number will be assigned by the Office of Accounting at the time the contract is approved. This number must be utilized when inquiring as to the status of an approved contract and entered on all vouchers submitted for payment to the contractor. All amendments must have a copy of the original contract attached.
 - c. Enter the date the agreement was signed by the agency and the contractor. Also enter the agency's code and title, division, if applicable, and the contractor's Federal ID number or social security number, name and address.
 - d. The objectives and scope should be clearly and concisely stated so that the contractor's performance can be effectively evaluated at any time to assure evaluation of satisfactory achievement toward attainment of the contract agreement. Any written data, procedures, forms, survey results, etc., expected to be supplied by the contractor should be enumerated. If the contract is part of a larger plan, this should also be noted. Use attachments as required.
 - e. Compensation should be clearly stated, and if various levels of expertise are to be supplied by the contractor, a rate for each level and the number of personnel within each level should be listed. Calculate and extend totals. A schedule of allowable reimbursable expenses and estimated rates for each item of expense should be agreed to. Enter items, rates by items, and extend the total by item column. Finally, enter total of compensation inclusive of reimbursable expenses.

- f. Check box indicating funding source: State, Federal, Cash, Trust or Other (specify). Also, indicate the percentage of Federal and/or State funds when applicable.

Enter source of funds (fund code, agency code, appropriation code, character code, and grantor agency of federal grants funds) to be utilized for payment of the contract. (NOTE: The source of cash (bank) funds must be specifically stated - such as: tuition, fees, federal funds, etc.).

- g. A schedule of payments should be agreed to, to include any method(s) that might be utilized to evaluate performance of the criteria enumerated in the objectives and scope section of the contract as a condition of rendering payment to the contractor.
- h. Enter the beginning and ending date of the contract. The beginning date of all contracts shall be defined as the date upon which performance of the services to be rendered under the contract are to begin and not the date upon which the agreement was made. This date should be arrived at with emphasis placed on the following:
- (1) any contract that requires review by the Legislative Council Committee must be submitted to the Department of Finance and Administration, Office of Accounting, ten (10) working days prior to the Committee meeting. The beginning date of the contract must not precede the date of the Arkansas Legislative Council meeting in which such contract is to be reviewed. The Review Committee meets on the first Wednesday of each month, and the Legislative Council meets the third Friday of each month except when the General Assembly is in session, at which time Joint Budget will review contracts. The Legislative Council or the Joint Budget Committee shall provide the Chief Fiscal Officer with their review as to the propriety of the contract within thirty (30) days of said submission;
 - (2) all contracts, unless specifically excepted, must be filed with the Office of Accounting and/or the Office of Construction of Arkansas State Building Services no fewer than five (5) working days prior to the starting date of such contracts.
- i. Any resources to be provided by the agency should be agreed to with the contractor and entered as part of the agreement.
- j. The agency representative who will represent the agency in coordinating the work of the contractor must be designated.

- k. The name, address, social security number and relationship of those persons who will be supplying services to the state agency must be listed insofar as they are known at the time the contract is signed. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed.
- l. Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulation pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D, Attachment II - 10.3) shall be used for this purpose.

No contract for services greater than \$10,000 shall be awarded, extended, amended, or renewed by any agency to any contractor who has not disclosed as required in Executive Order 98-04.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the agency under the provisions of existing law.

- m. Although the contract form is signed by both the agency and contractor, it is not binding until reviewed by the Legislative Council or Joint Budget Committee, if required, and approved by the Department of Finance and Administration.

- n. The head of the agency shall certify by his/her signature on each contract entered into by that agency that:
 - (1) All information required by law and by regulations is supplied;
 - (2) The proper contracting form is utilized;
 - (3) All information contained in the contract is true and correct to the best of his/her knowledge and belief;
 - (4) All general guidelines prescribed by the Chief Fiscal Officer of the State and all specific regulations of the state agency governing such contracts have been complied with;
 - (5) The services proposed to be provided under the contract are necessary for the operation of the State agency in fulfilling its legal responsibilities and cannot be provided by an existing State agency or institution;
 - (6) The contractor is fully qualified to perform the services and has no vested interest in the subject matter of the contract which would constitute a conflict of interest and a bar to his providing services of a professional and disinterested quality;
 - (7) The contract terms are reasonable and the benefits to be derived sufficient to warrant the expenditure of the funds called for in the contract.
- o. For those contracts for which payment will be made wholly or in part against a Method of Financing, enter the assigned Method of Financing number in the upper right corner of page one (1) of the contract form, Form PCS-2.

6. Procedures for Approval of Architects, Interior Designers, and Engineers Contracts

All contracts for architectural, interior design, and engineering services must be first submitted to Arkansas State Building Services for their recommendation and approval as to the propriety and legality of the contract. After receiving the recommendation and approval of Arkansas State Building Services, the contract shall be submitted to the Office of Accounting of the Department of Finance and Administration. No contract shall be submitted to the Office of Accounting without first seeking the recommendation and approval of Arkansas State Building Services.

In the event Arkansas State Building Services refuses to give a favorable recommendation to the propriety of the contract, the agency involved may request the Legislative Council to review the decision of Arkansas State Building Services. The Legislative Council may then request Arkansas State Building Services to review their previous decision, abide by the decision of Arkansas State Building Services, or request the agency to make changes in the contract.

In no event shall Arkansas State Building Services have the final authority to deny a contract solely on the basis of its propriety.

7. Procedures for Approval of Data Processing or Telecommunications Planning or Services

All contracts for data processing, management systems, or telecommunications equipment planning or services must be submitted first to the Director, Department of Information Systems for recommendation and approval. After receiving the recommendation and approval of the Department of Information Systems, the contract shall be submitted to the Office of Accounting of the Department of Finance and Administration. No contract shall be submitted to the Office of Accounting without first seeking the recommendation and approval of the Department of Information Systems.

If the Department of Information Systems refuses to give favorable recommendation, the agency may appeal in writing to the Governor whose decision is final as provided under Arkansas Code § 25-4-115.

8. Contracts Requiring Review of the Legislative Council or Joint Budget Committees

APPROVAL PROCEDURES:

- a. Any contract for professional or consultant services requiring the services of an individual or individuals for regular full-time or part-time weekly work where the total compensation exceeds ten thousand dollars (\$10,000.00), must be presented to the Legislative Council or the Joint Budget Committee by the Department of Finance and Administration prior to the execution date of such contract. The Legislative Council or the Joint Budget Committee shall provide the Chief Fiscal Officer of the State with their review as to the propriety of the contract within thirty (30) days of said submission. Such contracts shall not be submitted to the Legislative Council or the Joint Budget Committee until the Department of Finance and Administration has received said contract and provided the Legislative Council or the Joint Budget Committee with a recommendation as to the legality of such contract. NOTE: The Legislative Council or Joint Budget Committee may review or exempt from review any contract or group of contracts contemplated by Arkansas Code § 19-4-1710, Section (3)(B).
- b. Contracts between state agencies where the total compensation exceeds ten thousand dollars (\$10,000.00), must be presented to the Performance Evaluation and

Expenditure Review Committee (PEER) or Joint Budget Committee by the Department of Finance and Administration prior to the execution date of such contract.

- c. Amendments to contracts that were originally reviewed by Legislative Council or Joint Budget Committee: An amendment will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount and/or involves major changes in the objectives and scope of the contract.

Amendments to contracts that originally did not require review by Legislative Council or Joint Budget Committee: An amendment which increases the total compensation to exceed the sum of \$10,000.00, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration and before the execution date of the amendment. Any amendment to a contract must be submitted for review, along with a copy of the original contract and any attachments thereto. Contracts which have expired cannot be amended.

An agency representative should be present at the meeting.

9. Contracts Requiring Approval by the Department of Finance and Administration Only
Those contracts for professional and consultant services not defined in Section 8 as requiring review of the Legislative Council or Joint Budget Committee, excluding those of the Arkansas State Highway and Transportation Department cited in that section, require prior approval ONLY of the Department of Finance and Administration. These include, but are not limited to, professional or consultant services contracts for grants between state agencies and local governmental units that are funded primarily by Federal funds, whereby the monies expended are pass through grants and do not directly affect the state agency.
10. The requesting agency shall submit the original and two (2) copies each of the contract, attachments thereto, and the Justification Form to the Office of Accounting; however, those contracts for architectural, interior design, and engineering services require an original and three (3) copies and shall first be submitted to Arkansas State Building Services. The approved original will be returned to the agency; a copy filed in the Office of Accounting; and, if necessary, a copy returned to Arkansas State Building Services.

All contracts shall be filed with the Office of Accounting of the Department of Finance and Administration within five (5) working days of the execution date of such contract. No voucher shall be cleared for payment by the Pre-Audit Section if a copy of the contract under which the payment is being made has not previously been timely filed. No payment shall be approved covering services rendered prior to the beginning date of the contract. It is the intent of the Legislature that this paragraph be strictly construed and enforced. Provided, however, that in the unusual event that an obligation has been incurred by a state agency under any contractual agreement or proposed contract prior to the approval of such contract, the Chief Fiscal Officer may approve payment for such services after having first received a review by the Legislative Council.

11. Amendments to contracts that were originally reviewed by Legislative Council or Joint Budget Committee: An amendment will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount and/or involves major changes in the objectives and scope of the contract.

Amendments to contracts that originally did not require review by Legislative Council or Joint Budget Committee: An amendment which increases the total compensation to exceed the sum of \$10,000.00, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration and before the beginning date of the amendment.

It is the responsibility of the requesting agency to provide the contractor with an approved copy of the contract and related documentation.

12. In addition to the information supplied on the Contract and Justification Form, the Chief Fiscal Officer of the State may make whatever additional inquiry he deems necessary and may require the supplying of additional information should he have reason to believe that the contract should be rejected because it does not comply with the provisions contained herein. It shall be the duty of the Chief Fiscal Officer of the State to return as "disapproved" to the contracting state agency any contract which fails to comply with the applicable laws and regulations governing said contract, and to approve any contract which does comply with the provisions contained herein.

13. The Chief Fiscal Officer shall immediately report to the Legislative Council or the Joint Budget Committee the disapproval of any contracts or payments thereunder, and the reason therefore. The state agency involved may then request a hearing before the Legislative Council or the Joint Budget Committee. The Legislative Council or the Joint Budget Committee upon a hearing of the fact may:
 - a. request the state agency to make certain changes in the contract involved;
 - b. request the Chief Fiscal Officer of the State reconsider his previous disapproval of said contract or payment; or
 - c. notify the state agency that it concurs in the decision of the Chief Fiscal Officer of the State.The Chief Fiscal Officer of the State shall have final and ultimate authority over the supervision and approval of all contracts described in this Section. Provided that the Chief Fiscal Officer of the State shall seek and receive the review of the Legislative Council before approving or disapproving any contract or class or group of contracts authorized under the provisions of this Act, unless the Legislative Council or Joint Budget Committee specifically exempts the contract or class or group of contracts by formal committee action.
14. The agency shall submit a report (Attachment II - 10.4) to the Office of Accounting by the 5th of the month for the preceding calendar month identifying those contracts which were approved for the report period.

STATE OF ARKANSAS

PROFESSIONAL ☐ -- CONSULTANT ☐ -- SERVICES JUSTIFICATION FORM

- I. **Contract services are necessary because**
- II. **Were agency employees or other State agencies considered for these services? If not, why?**
- III. **The qualifications of individual or firm selected are**
- IV. **What was the method of procurement chosen? Check appropriate box below:**
() SBS Criteria () Request for Proposal (RFP) () Other
() Competitive Bid () Sole Source (Requires explicit justification)
- Summary of Selection Procedure**
- Reason Contractor Selected**
- Justification for Sole Source**
- V. **List all other contractors submitting bids and amount of each bid.
List reason for not selecting lowest bid.**
- VI. **Has the contractor or employee of the contractor performed any services under the authority of a purchase order or any other method of procurement during the current fiscal year? If yes, explain.**
- VII. **Is there any intent to amend this contract in the future? If yes, explain.**

Name of Agency _____

Justification By _____
Name Title Date

Agency Director Approval _____
Signature Date

STATE OF ARKANSAS

PROFESSIONAL ☐ -- CONSULTANT ☐ SERVICES CONTRACT

CONTRACT NUMBER _____

I. **DATES, PARTIES**

This agreement is entered into on the _____, of _____, _____ between:
(Day) (Month) (Year)

Agency Code _____
(Agency Name & Division)

Agency Code _____
(Agency Name & Division)

of the State of Arkansas hereinafter referred to as the agency and

*SS Number _____ - _____ - _____ or *Fed ID Number _____ - _____

(Contractor Name)

(Address)

hereinafter referred to as the contractor.

II. **OBJECTIVES AND SCOPE**

A. Brief description of services to be provided. (DO NOT USE "SEE ATTACHED")

B. The agency and contractor agree that the objective and scope of this agreement are as described herein or by attachments, if so noted.

(Attachments No. _____, _____, _____, _____, _____, _____, _____, _____, _____, _____)

*Forms W-9 and AFGM 066A must be used to assign Social Security numbers and Federal ID numbers to the vendor system and attached to the contract unless previously established.

- C. This contract _____ does _____ does not include the providing of services for data processing, management systems, or telecommunications equipment, planning or services. (If so, attach a detailed description of those services to be provided.)

III. CALCULATIONS OF COMPENSATION

For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement.

\$ _____

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense

\$ _____

Total compensation inclusive of reimbursable expenses

\$ _____

IV. SOURCE OF FUNDS

CHECK APPROPRIATE BOX BELOW:

() State () Federal () Cash () Trust () Other (Specify) _____

FUND	AGENCY	APPROPRIATION	CHARACTER

% OF FEDERAL FUNDS _____ % OF STATE FUNDS _____

Source of Federal Grants Funds _____
(Grantor Agency)

Source of Cash Funds _____
MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

V. RENDERING OF COMPENSATION

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows or in attachment no. _____ to this agreement.

VI. TERMS

The term of this agreement will begin on _____ day of _____, _____, and shall
(Day) (Month) (Year)
end on the _____ day of _____, _____, and/or as agreed to separately in
(Day) (Month) (Year)

writing by both parties, but in no event shall the duration of such contract be for longer than one calendar year. Provided, however, that in the unusual event that the best interest of the state would be served by a contract which exceeds one year, the Chief Fiscal Officer may approve such contract, having first received review by the Legislative Council or the Joint Budget Committee. Provided further that in no event shall the initial term of a contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

This contract is subject to all of the provisions of the General Accounting and Budgetary Procedures Law (§19-4-1701).

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which increase the total compensation to exceed the sum of \$10,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice.

VII. AGENCY/CONTRACTOR RESPONSIBILITY

- A. The agency agrees to make available advice, counsel, data and personnel, etc., described immediately below or in attachment no. ____ to this agreement.

- B. The agency representative who will act for the agency in coordinating work of this contractor will be

(Name) (Title)

- C. The contractor agrees to list below, or on an attachment hereto, names, addresses, social security numbers and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	ADDRESS	SOCIAL SECURITY NUMBER	RELATIONSHIP

- D. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract it is expressly agreed that there is no employment relationship between the contracting parties.
- E. Does any current or former public official or state employee or their relative have an interest in this contract or subcontract thereof or receive any benefit from it? This includes any known relative. If yes, explain: _____

VIII. CERTIFICATION OF CONTRACTOR

A. "I, _____ (Contractor) _____ (Title)

certify under penalty of perjury, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation.

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between state agencies.)

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any state agency?

IX. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04

Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulation pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.

X. EMPLOYMENT BY A STATE AGENCY

I, _____, certify that I am not presently an employee of the State of Arkansas. I have not been previously employed by the State of Arkansas except as indicated below.

AGENCY	DATES OF EMPLOYMENT (FROM/TO)	MAXIMUM ANNUAL SALARY

XI. ARCHITECTS AND/OR ENGINEER SERVICES

The following clause applies only to contracts in which the services of architects or engineers are required for the construction, renovation, or repair of buildings, facilities or lands owned or operated by the State of Arkansas:

"In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have."

XII. AUTHORITY

- A. This contract shall be governed by the Laws of the State of Arkansas interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code 19-4-1701.
- B. Any legislation that may be enacted subsequent to the date of this agreement which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

XIII. SIGNATURES

_____ CONTRACTOR	_____ DATE	_____ AGENCY DIRECTOR	_____ DATE
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_____ TITLE	_____ TITLE
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_____ ADDRESS	_____ ADDRESS
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APPROVED: _____
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

**CERTIFICATION OF SUFFICIENT
APPROPRIATION AND FUND BALANCES
TO MEET OBLIGATIONS**

(State Agency)

I am aware that the State Accounting and Budgetary Procedures Law (Arkansas Code of 1987 Annotated, Title 19, Chapter 4) mandates that in no event shall any obligations be incurred by a state agency unless sufficient appropriations and funds are available, or will become available, during the fiscal year for the payment of the obligations when they become due. I understand that no state agency shall incur any obligation in one (1) fiscal year which will make it necessary to use the revenues of the following fiscal year in order to meet the obligation except in the case of multiyear contracts for commodities or services.

Also, I understand that it shall be the duty and responsibility of the head of the agency for which appropriations are authorized and of the agency's disbursing officer to monitor finances to insure that resources are available, or will become available, for financing appropriations authorized by the General Assembly; and to insure that no obligations are incurred which would exceed available appropriations and funds.

Therefore, I certify that as of _____, _____, _____, I have
(Month) (Day) (Year)

verified that sufficient appropriations and funds are available, or will become available, to pay the obligations of this contract and all other current obligations to be paid from this appropriation(s) and fund(s).

I also certify that I shall continue to monitor obligations of this agency to insure that sufficient appropriation and fund balances are available, or will become available, to pay all future obligations of the agency when such obligations become due.

Agency Fiscal Officer/Date

Agency Director/Date

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

F-1

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: SUBCONTRACTOR NAME:

FEDERAL ID NUMBER

SOCIAL SECURITY NUMBER

OR

IS THIS FOR:

☐ Goods? ☐ Services? ☐ Both?

TAXPAYER ID NAME:

FIRST NAME:

MI.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

*NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

F-2

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Entity Contact Person _____ Title _____ Phone No. _____

AGENCY USE ONLY

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contract or Grant No. _____

FORMS AVAILABLE FROM OFFICE OF DISCLOSURE AND REVIEW (501) 682-5407

*NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

PAGE 2 OF 2
7/1/98 Rev 0

STATE OF ARKANSAS

AMENDMENT TO PROFESSIONAL/ CONSULTANT SERVICES CONTRACT

CONTRACT NUMBER _____ AMENDMENT NUMBER _____ DATE _____

Agency Code _____ Name _____

Contractor Name _____

Justification of amendment: _____

Why were these changes not included in the original contract?

Is there any intent to further amend this contract? If yes, explain.

The section(s) of the above referenced contract are amended as follows:

Sections III, IV, and VI _____ (Use page 2 to amend these sections.)

Section _____

Section _____

Except as specifically amended herein all other terms and conditions of the above referenced contract remain unchanged.

SIGNATURES

CONTRACTOR _____ DATE _____

AGENCY DIRECTOR _____ DATE _____

TITLE _____

TITLE _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

APPROVED: _____

STATE OF ARKANSAS

AMENDMENT TO PROFESSIONAL/CONSULTANT SERVICES CONTRACT

CONTRACT NUMBER _____ AMENDMENT NUMBER _____

Complete the section(s) below applicable to amending the original contract.

SECTION VI - Enter new expiration date for contract _____ / _____ / _____
(Date)

SECTION III - Enter the amount showing (+) Increase or (-) decrease in compensation and/or reimbursable expenses and the new total compensation and/or reimbursable expenses for this contract.

AMENDED COMPENSATION

\$ _____

TOTAL COMPENSATION

\$ _____

AMENDED
REIMBURSABLE EXPENSE

\$ _____

TOTAL
REIMBURSABLE EXPENSE

\$ _____

SECTION IV - Enter source of funds and action of either (a) adding to, (c) changing, and/or (d) deleting from information on the original contract.

ACTION	FUND	AGENCY	APPROPRIATION	CHARACTER

CHECK APPROPRIATE BOX BELOW:

() State () Federal () Cash () Trust () Other
(Specify) _____

% OF FEDERAL FUNDS _____ % OF STATE FUNDS _____

Source of Federal Grant Funds _____
(Grantor Agency)

Source of Cash Funds _____
MUST BE SPECIFIC (i. e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

NOTE: Sections III, IV and VI are out of sequence for the purpose of data entry.

PROFESSIONAL[P] / CONSULTANT SERVICES CONTRACT[C] APPROVED

NAME OF AGENCY

REPORT FOR MONTH ENDING

COMPENSATION
RATE TOTAL

INCLUSIVE DATES OF CONTRACT
FROM TO

BRIEF OBJECTIVE & SCOPE

DATE CONTRACT APPROVED

TYPE "P" OR "C"

CONTRACTOR